

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

IN RE:	§	
	§	
SOUTHVIEW'S LEGACY, LTD	§	CASE No. 10-35741-H1-11
DEBTOR	§	(CHAPTER 11)
	§	
	§	

**DISCLOSURE OF COMPENSATION OF  
THE LAW OFFICE OF RUSSELL VAN BEUSTRING, P.C.  
PURSUANT TO 11 U.S.C. § 329(a) AND BANKRUPTCY RULE 2016(b)**

The Law Office of Russell Van Beustring, P.C. ("RVB"), makes this Disclosure of Compensation regarding the above-captioned bankruptcy case as required by 11 U.S.C. § 329(a), Fed. R. Bankr. P. 2016(b), and Local Bankruptcy Rule 2014(a).

1. RVB has agreed to represent Southview's Legacy LTD (the "Debtor") at its normal hourly rates for matters of this nature, plus reimbursement of out-of-pocket expenses, subject to the fee application process and this Court's approval.

2. The rate of each professional working on this bankruptcy case will be clearly reflected in the invoices and fee applications. RVB will maintain detailed records of its usual and necessary costs and expenses, as charged to other RVB clients, incurred in connection with its legal services, which will be detailed as part of the monthly invoice and fee applications. The hourly rates charged by RVB will be based on the hourly rates of its attorneys in effect on the date the particular services are rendered. The following is a list of the RVB attorneys and paraprofessionals who will primarily be providing services for the Debtor in connection with this case, as well as their standard hourly rates:

Russell Van Beustring (owner)	\$320.00 per hour
Pamela Beustring (legal assistant)	\$125.00 per hour

3. The hourly rates identified above are subject to periodic review to reflect changes in the economy, experience, and other factors. To the extent possible, RVB attempts to observe the prevailing rates for legal services rendered by attorneys of comparable expertise in similar cases in the relevant jurisdiction. Accordingly, an individual attorney's rates in other cases may be lower or higher than those charged in this engagement, depending on prevailing rates in the various jurisdictions.

4. Pursuant to the terms of the Engagement Agreement dated July 5, 2010 between RVB and the Debtor, the Debtor paid a \$20,000.00 retainer to RVB to secure payment of RVB's fees and expenses incurred during the Debtor's chapter 11 case.

5. The Retainer Account will be held in trust by RVB.

6. As RVB provides legal services to the Debtor, RVB intends to file interim and final fee applications (in accordance with the Bankruptcy Code and Bankruptcy Rules), seeking the allowance and payment of RVB's fees and expenses. RVB's fees and expenses approved and allowed by this Court will be paid from the Retainer Account. Any unused portion of the Retainer Account will be returned to the Debtor.

7. RVB does not have any agreement or understanding between it and any other entity for the sharing of compensation received or to be received for services rendered in connection with this bankruptcy case.

8. RVB has received no prior compensation from the Debtor or the Debtor's estate except as set forth herein.

Respectfully submitted this 6<sup>th</sup> day of July 2010.

Respectfully submitted,

LAW OFFICE OF RUSSELL VAN BEUSTRING

/s/ Russell Van Beustring

RUSSELL VAN BEUSTRING  
9525 Katy Freeway, Suite 415  
Houston, Texas 77024  
(713) 973-6650 Voice  
(713) 973-7811 Facsimile  
Admissions I.D. No. 14017  
Texas Bar No. 02275115  
russell@beustring.com Email

PROPOSED ATTORNEYS FOR SOUTHVIEW'S  
LEGACY LTD, DEBTOR AND DEBTOR IN  
POSSESSION